

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Benjamin Joseph Hill,

Case No. 0:22-cv-00393-NEB-JFD

Plaintiff,

v.

DECLARATION OF
PAUL APPLEBAUM

Thomas Keith Rudenick, in his individual
and official capacities as a Ramsey County
Sheriff's Deputy, Defendant Ramsey
County Sheriff's Office Deputies John Does 1-5,
Defendant Ramsey County Sheriff's Office
Supervisors John Does 6-10, the Ramsey County
Sheriff's Office, and the County of Ramsey.

Defendants.

The undersigned attorney makes the following declaration under oath:

- 1.) I am the attorney of record in this lawsuit for Plaintiff Benjamin Hill.
- 2.) In mid-February, with the knowledge of Plaintiff, I engaged in settlement discussions with defense counsel Jason Hiveley.
- 3.) By the time of the February settlement discussions, I had repeatedly laid out for Plaintiff the parameters of the Defendant's long-standing offer.
- 4.) Mr. Hiveley checked with his client and was authorized to reassert the lapsed Rule 68 Offer. Mr. Hiveley then communicated the renewed Rule 68 Offer to me.
- 5.) On February 17, 2025, Plaintiff texted me that I was authorized "to take the 100k settlement no trial." See, Exhibit A.
- 6.) On the morning of Friday February 21, 2025 Plaintiff telephoned me and reiterated that he wanted to accept the Defendant's offer. The conversation was tape-recorded and is available as an exhibit if the Court so orders.
- 7.) Later, on February 21, 2025, Plaintiff texted me that he'd "like to take the offer on the table - no trial." Exhibit A.

8.) Based on Plaintiff's assurances, I telephoned Jason Hiveley to let him know that Plaintiff had accepted the Defendant's offer.

9.) On February 21, 2025, I emailed Chambers to notify the Court that this matter had been settled.

10.) Chambers emailed counsel on February 22, 2025 that the trial and related matters had been cancelled.

11.) At the conclusion of the settlement discussions, I unequivocally communicated to Mr. Hiveley that the matter had been settled and the fast-approaching hearing and trial could be stricken.

12.) Regardless of Plaintiff's recent claims, Plaintiff's acceptance of the Defendant's offer was entirely knowing and voluntary.

FURTHER THE AFFIANT SAYETH NOT.

Dated: March 14, 2025

APPLEBAUM LAW FIRM



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Subscribed and sworn to before me this 14th day of March, 2025

Notary Public

